

## **REMARKS**

### **Rejection of claims 1-27 under 35 U.S.C. §102(e)**

The examiner rejected claims 1-27 under 35 U.S.C. §102(e) as being anticipated by Hodson. Each of these claims is addressed below.

#### **Claim 1**

In rejecting claim 1, the examiner states that Hodson discloses “at least one previous order residing in the memory, each previous order including at least one order item; and a reorder mechanism that automatically places all order items in a selected previous order in the shopping cart”, citing paragraph 0061 on p. 6, paragraph 0078 on p. 7, claims 50-51 on p. 15, and claims 75-76 on p. 16. However, the examiner has mapped no teaching in Hodson on the “at least one previous order residing in the memory, each previous order including at least one order item.” Because the examiner has not addressed any teaching in Hodson that reads on this claim limitation, the examiner has failed to established a *prima facie* case of anticipation for claim 1 under Hodson. The examiner seems to assume, without support or explanation, that Hodson teaches the previous order recited in claim 1. Applicants respectfully assert that Hodson teaches the storing of previously ordered products, but does not teach the storing of an entire previous order.

Claim 1 recites “at least one previous order residing in the memory, each previous order including at least one order item”. The reorder mechanism in Hodson cited by the examiner relates to the reordering of a singular order item. The Hodson system is expressly intended to allow multiple affiliated web sites to all use the e-commerce capability of one web site. This allows creating an order that includes order items from

different affiliate web sites. The reorder mechanism in Hodson is described at p. 6 paragraph 0061, which reads:

[0061] The integrated shopping cart software module 50 may also include a reorder software sub-module 58 for informing the affiliated website server 31n of a request to add a previously ordered product from the affiliated website to the user's current shopping cart order at the first website.

One can reasonably infer from this language in Hodson that the first website server 31 must keep track of previously ordered items from the affiliate websites in order for the reorder mechanism to request that a previously ordered product be added to the user's current shopping cart. This could be done with a simple table that lists all order items in a column that corresponds to an affiliated website. Keeping track of which order items have been ordered from which affiliated websites, however, does not read on storing an entire previous order, as recited in claim 1. There is no teaching or suggestion in Hodson for storing a previous order, only for storing order items ("previously ordered product").

The reorder mechanism in claim 1 automatically places all order items in a selected previous order in the shopping cart. The reorder mechanism in Hodson, in contrast, informs "the affiliated website server 31n of a request to add a previously ordered product from the affiliated website to the user's current shopping cart order at the first website." Thus, in Hodson, when a user selects a product (i.e., order item in the language of claim 1), the reorder software sub-module 58 my request that this product (order item) be added to the shopping cart. The entire disclosure in Hodson relates to adding singular products, or order items, to the shopping cart. Nowhere does Hodson teach or suggest automatically placing multiple order items in a selected previous order in the shopping cart, as recited in claim 1.

The express teachings of Hodson actually teach away from the reorder mechanism recited in claim 1. Because Hodson provides a way for many affiliated web sites to use

the shopping cart of the first web site, in order for Hodson to teach the reorder mechanism in claim 1, Hodson would have to automatically place all order items in a selected previous order in the shopping cart. A previous order in Hodson may include order items (products) from different affiliated websites. Thus, to teach the reorder mechanism in claim 1, Hodson would have to automatically place all order items in a selected previous order in the shopping cart, even if those items come from different web sites. The reorder software sub-module 58 disclosed in Hodson and cited by the examiner is part of the integrated shopping cart 50 shown in FIG. 3, and is used to request that a single previously ordered product (order item) be added to the shopping cart. Nowhere does Hodson teach or suggest that the reorder software sub-module 58 may automatically place all order items in a selected previous order in the shopping cart, as expressly recited in claim 1. For these many reasons, claim 1 is allowable over Hodson, and applicants respectfully request reconsideration of the examiner's rejection of claim 1 under 35 U.S.C. §102(e).

## Claim 2

In rejecting claim 2, the examiner cites the reorder software sub-module 58 of Hodson as allegedly reading on the order that was most recently placed by a user of the e-commerce application recited in claim 2. The reorder software sub-module 58 in Hodson reads on reordering a single order item (product), and does not read on an order. The fact that Hodson allows assembling an order from different affiliate web sites shows conclusively that the reorder software sub-module 58 does not operate on an order, but on an item within an order. For Hodson to read on the limitations in claim 2, the first website 31 in Hodson would have to automatically reorder all order items in an order from the many affiliated web sites that all provided order items in the order. No such teaching is found in Hodson. To the contrary, Hodson operates on order items, not on orders. The examiner states "Adding previously ordered product includes the most recently placed order." This statement demonstrates a confusion between the concept of a

product (*i.e.*, order item) in Hodson and the concept of an order in Hodson that may include order items from multiple affiliated web sites. The reorder software sub-module 58 in Hodson only operates on individual products, or order items. The reordering of a single product does not read on reordering all order items in the most recently placed order, as expressly recited in claim 2. For these reasons, claim 2 is allowable over Hodson. In addition, claim 2 depends on claim 1, which is allowable for the reasons given above. As a result, claim 2 is also allowable as depending on an allowable independent claim. Applicants respectfully request reconsideration of the examiner's rejection of claim 2 under 35 U.S.C. §102(e).

### Claim 3

In rejecting claim 3, the examiner states that Hodson discloses the default order mechanism, citing the default template in Hodson at paragraph 0130, p. 12. The examiner then states that using a default template to place an order in the shopping cart corresponds to the claimed default order mechanism. This conclusion is faulty given the express limitations in claim 3, which recite that the default order mechanism automatically places all order items in the default order in the shopping cart. The default template in Hodson cited by the examiner relates to a specific way for a user to have a starting point for defining a custom design item from an affiliated web site. The default template is a way to construct a single product to be purchased, and has nothing to do with automatically placing order items in a default order in the shopping cart. To the contrary, the default template in Hodson is selected as a starting point by the user for defining a single product to be purchased. This singular nature of the default template in Hodson shows conclusively that the default template cannot automatically place all order items in a default order in the shopping cart, as recited in claim 3. For these reasons, claim 3 is allowable over Hodson, and applicants respectfully request reconsideration of the examiner's rejection of claim 3 under 35 U.S.C. §102(e).

#### Claim 4

In rejecting claim 4, the examiner states that Hodson teaches these limitations at paragraphs 114-116, pages 10-11. The examiner then states: “Being able to modify or change the selected default design template will include the claimed limitation of at least adding one item to the default order.” Even if we assume for argument’s sake that the default template in Hodson reads on the default order in claims 3 and 4, Hodson still does not teach the limitations in claim 4 relating to how the default order is defined. In Hodson, it is assumed that a default template exists, from which a user may create a custom print design order. Nowhere does Hodson teach or suggest how the default template is created. In claim 4, the default order is defined by a user defining an order and selecting the order as the default order. There is no teaching in Hodson that the default template is defined by a user defining an order and selecting the order as the default order. For this reason, claim 4 is allowable over Hodson. In addition, claim 4 depends on claim 3, which is allowable for the reasons given above. As a result, claim 4 is also allowable as depending on an allowable independent claim. Applicants respectfully request reconsideration of the examiner’s rejection of claim 4 under 35 U.S.C. §102(e).

#### Claim 5

In rejecting claim 5, the examiner states that the ability to modify or change the selected default design template will include the limitation of adding at least one order item to the default order. The ability to modify a default design template in Hodson has nothing whatsoever to do with the defining of a default order by a user. In fact, the default design template in Hodson would likely be provided by the web site administrator, and would not be defined by a user. The default template in Hodson may be used in creating an order, but this does not mean that the default template is the same thing as a default order. The limitations in claim 5 recite that the default order is defined

by a user selecting at least one order item to add to the default order. The examiner seems to think that modifying or changing the default template reads on a user selecting an order item to add to a default order. Note, however, that the default template in Hodson is not changed. The default template may be used as a starting point, and may be modified by the user to define a product to be purchased, but the original default template remains unaltered. The next time the user uses the default template, it will be the same as before. The product to be purchased will define a modified default template, but this modified default template does not become the new default. To the contrary, it is reasonable to surmise from the language in Hodson that the default template remains unchanged for repeated use. Any modifications are saved as just that, modifications, which do not affect the stored default template. For these reasons, claim 5 is allowable over Hodson. In addition, claim 5 depends on claim 3, which is allowable for the reasons given above. As a result, claim 5 is also allowable as depending on an allowable independent claim. Applicants respectfully request reconsideration of the examiner's rejection of claim 5 under 35 U.S.C. §102(e).

#### Claim 6

Claim 6 recites, among other limitations, a previous order, a default order, a reorder mechanism that automatically places all order items in the previous order in the shopping cart, and a default order mechanism that automatically places all order items in the default order in the shopping cart. For the many reasons given above with respect to claims 1-5, claim 6 is also allowable, and applicants respectfully request reconsideration of the examiner's rejection of claim 6 under 35 U.S.C. §102(e).

#### Claims 7-9

Claims 7-9 depend on claim 6, which is allowable for the reasons given above. As a result, claims 7-9 are allowable as depending on an allowable independent claim.

### Claim 10

In rejecting claim 10, the examiner relies upon the rejection of claims 1-5. However, claim 10 includes limitations not present in claim 1-5 and not addressed by the examiner in the rejection of claim 1-5. For example, claim 10 recites the step of “presenting an activation mechanism for a reorder mechanism to the buyer” and “when the buyer selects the activation mechanism for the reorder mechanism, automatically placing in the shopping cart all order items in the previous order.” Because the examiner has not addressed these limitations relating to the presenting of the activation mechanism and the buyer selection of the activation mechanism, the examiner has failed to establish a *prima facie* case of anticipation for claim 10 under 35 U.S.C. §102(e).

The reorder software sub-module 58 in Hodson does not present an activation mechanism to the buyer. For this reason, Hodson cannot anticipate all of the steps in claim 10, so claim 10 is allowable over Hodson. Applicants respectfully request reconsideration of the examiner’s rejection of claim 10 under 35 U.S.C. §102(e).

### Claim 11

Claim 11 depends on claim 10, and is therefore allowable as depending on an allowable independent claim.

### Claim 12

In rejecting claim 12, the examiner relies upon the rejection of claims 1-5. However, claim 12 includes limitations not present in claim 1-5 and not addressed by the examiner in the rejection of claim 1-5. For example, claim 12 recites the step of “presenting an activation mechanism for a default mechanism to the buyer” and “when the buyer selects the activation mechanism for the default order mechanism,

automatically placing in the shopping cart all order items in the default order.” Because the examiner has not addressed these limitations relating to the presenting of the activation mechanism and the buyer selection of the activation mechanism, the examiner has failed to establish a *prima facie* case of anticipation for claim 12 under 35 U.S.C. §102(e).

The reorder software sub-module 58 in Hodson does not present an activation mechanism to the buyer. For this reason, Hodson cannot anticipate all of the steps in claim 12, so claim 12 is allowable over Hodson. Applicants respectfully request reconsideration of the examiner’s rejection of claim 12 under 35 U.S.C. §102(e).

#### Claims 13 and 14

Claims 13 and 14 depend on claim 12, and are therefore allowable as depending on an allowable independent claim.

#### Claim 15

In rejecting claim 15, the examiner relies upon the rejection of claims 1-5. However, claim 15 includes many limitations not present in claim 1-5 and not addressed by the examiner in the rejection of claim 1-5. For example, claim 15 recites the steps of “presenting an activation mechanism for a reorder mechanism to the buyer”, “presenting an activation mechanism for a default mechanism to the buyer”, “when the buyer selects the activation mechanism for the reorder mechanism, automatically placing in the shopping cart all order items in the previous order”, and “when the buyer selects the activation mechanism for the default order mechanism, automatically placing in the shopping cart all order items in the default order.” Because the examiner has not addressed these limitations relating to the presenting of these two activation mechanisms

and the buyer selection of these two activation mechanisms, the examiner has failed to establish a *prima facie* case of anticipation for claim 15 under 35 U.S.C. §102(e).

The reorder software sub-module 58 in Hodson does not present any activation mechanism to the buyer, and does not respond to the selection of an activation mechanism by the buyer. For this reason, Hodson cannot anticipate all of the steps in claim 15, so claim 15 is allowable over Hodson. Applicants respectfully request reconsideration of the examiner's rejection of claim 15 under 35 U.S.C. §102(e).

#### Claims 16-18

Claims 16-18 depend on claim 15, and are therefore allowable as depending on an allowable independent claim.

#### Claim 19

Claim 19 includes limitations addressed in claim 1 above, and is therefore allowable for the same reasons given above with respect to claim 1. Claim 19 additionally includes the limitation of computer-readable signal bearing media. The examiner has not addressed the limitation of computer-readable signal bearing media, and has therefore failed to establish a *prima facie* case of anticipation for claim 19 under 35 U.S.C. §102(e). Applicants respectfully request reconsideration of the examiner's rejection of claim 19 under 35 U.S.C. §102(e).

#### Claims 20-21

Claims 20-21 include the limitations of recordable media and transmission media that have not been addressed by the examiner. As a result, the examiner has failed to establish a *prima facie* case of anticipation for claims 20-21 under 35 U.S.C. §102(e).

Claims 20-21 depend on claim 19, and are therefore allowable as depending on an allowable independent claim.

Claim 22

Claim 22 depends on claim 19, and is therefore allowable as depending on an allowable independent claim.

Claim 23

Claim 23 includes limitations addressed in claim 1 above, and is therefore allowable for the same reasons given above with respect to claim 1. Claim 23 additionally includes the limitation of computer-readable signal bearing media. The examiner has not addressed the limitation of computer-readable signal bearing media, and has therefore failed to establish a *prima facie* case of anticipation for claim 23 under 35 U.S.C. §102(e). Applicants respectfully request reconsideration of the examiner's rejection of claim 23 under 35 U.S.C. §102(e).

Claims 24-25

Claims 24-25 include the limitations of recordable media and transmission media that have not been addressed by the examiner. As a result, the examiner has failed to establish a *prima facie* case of anticipation for claims 24-25 under 35 U.S.C. §102(e). Claims 24-25 depend on claim 23, and are therefore allowable as depending on an allowable independent claim.

### Claims 26-27

Claims 26-27 depend on claim 23, and are therefore allowable as depending on an allowable independent claim.

### General Comments

As outlined above, the examiner failed to address many of the limitations in claims 10-21 and 23-25, and has therefore failed to establish a *prima facie* case of anticipation for these claims. Because the examiner did not address all of the claim limitations in the pending rejection, any rejection of the pending claims in the next office action should be non-final.

### Conclusion

In summary, Hodson does not teach, support, or suggest the unique combination of features in applicants' claims presently on file. Therefore, applicants respectfully assert that all of applicants' claims are allowable. Such allowance at an early date is respectfully requested. The Examiner is invited to telephone the undersigned if this would in any way advance the prosecution of this case.

Respectfully submitted,

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